5 to 7/02/12 1:09:31 5 DK T BK 3,461 PG 354 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

Recording Requested By: M&T BANK

Prepared By: TIFFANY KISLOSKI, M&T BANK LIEN RELEASE DEPT 4TH FLOOR, PO BOX 1288, BUFFALO, NY 14240-1288 1-800-724-2224 When Recorded Return To: , M&T BANK 4TH FLOOR - LIEN RELEASE DEPT PO BOX 1288, BUFFALO, NY 14240-1288

DEED OF RELEASE

M&T BANK #:0050993815 "BOREK" Lender ID:P66/0482101172 De Soto, Mississippi MERS #: 100133700027006868 SIS #: 1-888-679-6377

KNOW ALL MEN BY THESE PRESENTS that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. holder of a certain Deed of Trust, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby Cancel, discharge and Reconvey said Deed of Trust, and the estate, title and interest now held by it under said Deed of Trust without warranty, to the person legally entitled thereto.

Original Trustor: BRETT R BOREK AND JENNIFER C BOREK, AS TENANTS BY THE ENTIRETY, WITH RIGHT OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON MARRIED Address: 844 GREEN T LK W, HERNANDO, MS 386324516 Phone: N/A

Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR COUNTRYWIDE BANK, FSB

Original Trustee: RECONTRUST COMPANY, N.A. at N/A/, MS Phone: N

Dated: 11/26/2007 Recorded on 12/07/2007 as in Book/Reel/Liber: 2,828 Page/Folio: 625 as Instrument

No.: N/A

Bv:

In the Records of the County Recorder of De Soto Mississippi

Property Address: 844 GREEN T LK W, HERNANDO, MS 38632-4516 Indexing Instructions: SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned, by the officer duly authorized, has duly executed the foregoing instrument.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. On June 25th, 2012

Tiffany A. Kisloski, Assistant Secretary

*5SS*5SSMATB*06/25/2012 08:48:58 AM* MATB01MATB000000000000000548234* MSDE SO* 0050993815 MSSTATE TRUST REL *WNS*WNSMATB*

DEED OF RELEASE Page 2 of 2

STATE OF New York **COUNTY OF Erie**

On June 25th, 2012, before me, GLORIA J. DISHMAN, a Notary Public in and for Erie in the State of New York, personally appeared Tiffany A. Kisloski, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

JORIA J. DISHMAN

Notary Expires: 04/24/2014 Qualified in Erie County

Gloria J. Dishman Notary Public, State of New York Qualified in Erie County My Commission Expires 04/24L

(This area for notarial seal)

DOC ID #: 00018146045711007

payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

Exhibit "A" Legal Description

All that certain parcel of land situate in the City of Hernando, County of DeSoto and State of Mississippi, being known and designated as follows:

Lot 67, Phase 3, Hernando Hills Subdivision, in Section 6, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 34, Pages 12-13, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Tax/Parcel ID: 307306050-00067